

# **Exhibit 2**

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UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

ETIOPIA EVANS, as the Representative of the )  
 Estate of Charles Evans, et al., )  
 Plaintiffs, )  
 vs. )  
 ARIZONA CARDINALS FOOTBALL CLUB, )  
 LLC, et al., )  
 Defendants. )

Case No. 3:16-cv-01030-WHA  
 PLAINTIFFS' FOURTH SUPPLEMENTAL  
 INITIAL DISCLOSURES

1  
2 *F. Personnel Involved with SportPharm Pharmaceuticals, Inc., RSF Pharmaceuticals, Inc., and  
Champion Health – Knowledge of Provision of Medications to NFL and Its Member Clubs*

3 **II. CATEGORIES AND LOCATIONS OF DOCUMENTS**

4 Qualified and independent medical examinations, supplemental reports, and record reviews;  
5 emails; letters; medical records and reports; depositions; filings and policy documents related to  
6 workers' compensation claims; documents related to health insurance claims and policies;  
7 subpoenas; invoices and receipts; team records; medical authorizations; records delivery documents;  
8 news articles; medication guidelines; medical histories; prescriptions; doctors' and physicians'  
9 consultation, treatment, and progress notes and comments; medical and diagnostic images and  
10 reports; laboratory reports; medical instructions; contracts; medical screening reports; injury reports,  
11 lists, and logs; physical, neurological, orthopedic, and radiological examination and evaluation  
12 reports, letters, and diagnoses; operation, surgical, and recovery records; financial responsibility  
13 summaries; clinical sheets; training files; employers' reports of occupational injury or disease;  
14 results of medical tests and studies; and diagnostic models.

15  
16  
17 **III. COMPUTATION OF DAMAGES**

18 **A. Introduction**

19 Plaintiffs in this action claim two broad categories of compensatory damages: (1) non-  
20 economic damages; and (2) economic damages.

21 Plaintiffs' claimed non-economic damages can be subdivided into two categories: (1) past  
22 non-economic damages; and (2) future non-economic damages.<sup>1</sup>

23 Plaintiffs' claimed economic damages also can be divided into two broad categories: (1) past  
24 and future medical expenses; and (2) loss of income. As set forth in detail *infra*, Plaintiffs' damages  
25

26  
27 <sup>1</sup> Plaintiffs reserve the right to amend and/or supplement these initial disclosure with expert  
28 testimony addressing, inter alia, inflation, cost of living increases, regular salary increases, and  
increased cost of future health benefits.

1 for loss of income further can be subdivided into three subcategories: (1) loss of NFL career income;  
 2 (2) reduced earnings capacity post-NFL career; and (3) loss of income from business contracts.

3 **i. Non-Economic Damages**

4 As mentioned *supra*, Plaintiffs' non-economic damages claims can be broken down into two  
 5 separate time periods: "past" non-economic damages and "future" non-economic damages. For  
 6 purposes of the instant Fourth Supplemental Initial Disclosures, "past" non-economic damages are  
 7 those suffered by the each Named Plaintiff from the day on which that particular Named Plaintiff  
 8 retired from the NFL until the May 21, 2015 filing of their original "Class Action Complaint and  
 9 Demand for Jury Trial" in the United States District Court for the District of Maryland. Given the  
 10 permanent nature of the Plaintiffs' injuries, "future" non-economic damages are those from which  
 11 the Named Plaintiffs reasonably expect to continue suffering for the remainder of each Named  
 12 Plaintiff's life expectancy, beginning on May 22, 2015, the day after the Plaintiffs filed their original  
 13 "Class Action Complaint and Demand for Jury Trial" in the United States District Court for the  
 14 District of Maryland.

15 The bases for the Plaintiffs' past and future non-economic damages in this case are the pain,  
 16 suffering, inconvenience, physical impairment, disfigurement and other nonpecuniary injury alleged  
 17 to have been proximately caused to the Plaintiffs by the conduct of the Defendants as more  
 18 particularly set forth in their Second Amended Complaint. *See* MD. CODE ANN., CTS. & JUD. PROC.  
 19 § 11-108(a)(2)(i)(1); *see also* Maryland Pattern Jury Instruction – Civil No. 10:2 (listing  
 20 subcategories of compensable non-economic damages in personal injury actions).

21 The Named Plaintiffs compute their claimed past and future non-economic damages on a *per diem*  
 22 basis in accordance with *Giant Food, Inc. v. Satterfield*, 90 Md. App. 660, 665, 669 (1992)  
 23 (explaining that it is appropriate for counsel to request a particular non-economic damages figure  
 24 from the jury by breaking down the plaintiff's predicted life expectancy from years into days and  
 25

1 arbitrarily assigning a dollar amount to be associated with his or her daily pain and suffering so long  
 2 as the trial court, if requested, gives the appropriate cautionary instruction to the jury that it is the  
 3 jury's function to set damages). At this juncture, it is the Plaintiffs' intent to request from the jury an  
 4 award of \$125.00 *per diem* for their past and future pain, suffering, inconvenience, physical  
 5 impairment, disfigurement and other nonpecuniary injury that they have been caused to sustain at the  
 6 hands of the NFL Clubs.  
 7

8 Plaintiffs added: (1) 68,638 which is the collective amount of days that elapsed between each  
 9 Named Plaintiff's retirement and the May 21 filing of the original Complaint in this case (past non-  
 10 economic damages days); to (2) 158,112 which is the collective amount of days in the Named  
 11 Plaintiffs' life expectancies (using the United States Life Tables) starting from the day after the  
 12 original Complaint was filed (future non-economic damages days), which together yield a total of  
 13 226,750 collective past and future non-economic damages days claimed by the Named Plaintiffs.  
 14 The average amount of past and future non-economic damages days therefore is 17,442 days  
 15 (226,750 collective days / 13 Named Plaintiffs = 17,442 average days per Named Plaintiff).  
 16 Applying this figure to the *per diem* amount claimed, the average past and future non-economic  
 17 damages claim per Named Plaintiff is \$2,180,250 (17,442 days x \$125.00 *per diem* = \$2,180,250).<sup>2</sup>  
 18 This \$2,180,250 average past and future non-economic damages claim is in line with jury verdicts  
 19 for non-economic damages in and around the San Francisco/Northern District of California area. A  
 20 compilation of jury verdicts which tend to support the Name Plaintiffs' average past and future non-  
 21 economic damage claim in this case of \$2,180,250 is attached hereto as **Exhibit 1**.  
 22  
 23  
 24  
 25  
 26

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27 <sup>2</sup> Each Named Plaintiff's actual claimed past and future non-economic damages figures are  
 28 calculated *infra* using their actual amount of past and future non-economic days for each particular  
 Named Plaintiff multiplied by the \$125.00 claimed *per diem*.

1           **ii. Economic Damages**

2           Plaintiffs are claiming as economic damages: (1) past and future medical expenses; and (2)  
3           loss of income.

4           With regard to past medical expenses, Plaintiffs are claiming the costs of the medical care  
5           and treatment causally related to the injuries complained of in the above-captioned case and which  
6           they received between their retirements from the NFL and the filing of their original “Class Action  
7           Complaint and Demand for Jury Trial” in the United States District Court for the District of  
8           Maryland. Future medical expenses are those which the Plaintiffs reasonably expect to incur for the  
9           remainder of their life expectancies in order to continue treating the injuries that they claim to have  
10          sustained as the result of the NFL Clubs’ illegal conduct.

11          As noted *supra*, Plaintiffs claim three categories of lost income. First, Plaintiffs claim that  
12          the NFL Clubs’ illegal dealing in controlled substances masked their injuries which were not given  
13          proper time to heal, thereby having the effect of shortening the Plaintiffs’ playing careers during  
14          which time they otherwise would have continued to earn significant income from playing  
15          professional football.

16          Second, Plaintiffs claim that they have suffered a reduced earning capacity in their post-NFL  
17          careers. Specifically, by reason of their artificially shortened NFL careers, the Plaintiffs’ abilities to  
18          generate off-the-field income in connection with their status as then-current professional football  
19          players also was shortened and thereby damaged.

20          Third, Plaintiffs claim lost income from post-NFL employment, business opportunities  
21          and/or contracts. Specifically, Plaintiffs allege that as the result of their artificially shortened NFL  
22          careers, their ability to attract lucrative income opportunities off the field were diminished and/or  
23          lost completely. Such opportunities include, but are not limited to, endorsements, sponsorships, paid  
24          appearances, memorabilia sales, book and other royalties, licensing, and store merchandise credits.

**B. Computation of Damages for Each Named Plaintiff**

**i. Etopia Evans as Personal Representative of the Estate of Charles Evans**

**a. Non-Economic Damages**

Charles Evans retired from the NFL on January 28, 2001. Between his retirement and his October 12, 2008 death, 2,814 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Ms. Evans, as Personal Representative of the Estate of the Estate of Charles Evans, claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Ms. Evans' past non-economic damages claimed total **\$351,750** ( $2,814 \times \$125.00 = \$351,750$ ).

Mr. Evans died prior to the commencement of this case. Accordingly, there is no future non-economic damages claim being asserted on behalf of Mr. Evans.

**b. Economic Damages**

Ms. Evans is not making a claim for past medical expenses. Additionally, in light of the fact that Mr. Evans is deceased, Ms. Evans is not making a claim for future medical expenses. In light of Mr. Evans' death, Ms. Evans is not asserting a claim for future medical expenses. As the result of his shortened NFL career, Mr. Evans lost out on approximately \$2,000,000 of a \$3,000,000 contract with the Baltimore Ravens. Thus, on behalf of Mr. Evans' estate, Ms. Evans claims lost NFL career income of \$2,000,000.

Ms. Evans is not making a claim for reduced earning capacity in Mr. Evans' post-NFL career.

Ms. Evans is not claiming lost income from business contracts.

**c. Summary of Damages Claimed by Etopia Evans, as Personal Representative of the Estate of Charles Evans**

The following is a summary of the total compensatory damages claimed by Etopia Evans as Personal Representative of the Estate of Charles Evans. Ms. Evans reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past

Lump Sum (\$125.00 *per diem*) \$351,750

Future

Lump Sum (\$125.00 *per diem*) \$0**Total Non-Economic Damages \$351,750****Economic Damages**

Medical Expenses

Past Medical Expenses \$0

Future Medical Expenses \$0

Lost Income

Loss of NFL Career Income \$2,000,000

Reduce Earnings Capacity Post-NFL \$0

Loss of Income from Business Contacts \$0

**Total Economic Damages \$2,000,000****TOTAL DAMAGES CLAIMED \$2,351,750****ii. Eric King****a. Non-Economic Damages**

Eric King retired from the NFL on January 2, 2010. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 1,965 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. King claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. King's past non-economic damages claimed total **\$245,625** (1,965 x \$125.00 = **\$245,625**).

On May 22, 2015, a 33 year-old African American male such as Mr. King had 42.8 more years of remaining life expectancy, which translates to 15,632 days of remaining life expectancy. See United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. King claims future non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. King's future non-economic damages claimed total **\$1,954,000** (15,632 x \$125.00 = **\$1,954,000**).

**b. Economic Damages**



1           Between his retirement on January 2, 2010 and the May 21, 2015 filing of the Plaintiffs'  
2 original Complaint, Eric King estimates that he incurred approximately **\$45,000** in past medical care  
3 and treatment expenses causally related to the injuries and damages which he claims to have  
4 sustained as the result of the conduct of the NFL Clubs for whom he played professional football.  
5 Mr. King estimates that he will require approximately **\$500,000** in additional medical care and  
6 treatment in the future, including surgery in the near future for a slipped disc in his back. As support  
7 for this claim, Defendants are referred to Mr. King's medical records which previously were  
8 produced during discovery and are incorporated by reference herein.  
9

10           Mr. King avers that but-for the actions of the NFL Clubs for whom he played, he could have  
11 continued to play professional football in the NFL for an additional three years. At the time of his  
12 release from the Lions, he still had approximately \$1,400,000 left on his contract. He also believes  
13 that he could have secured an additional contract in the NFL worth approximately \$2,500,000. Thus,  
14 Mr. King claims lost NFL career income of **\$3,900,000**.  
15

16           Mr. King further claims that his injuries have had a deleterious impact on his coaching  
17 career. Namely, absent his significant back pain, he could have garnered a high level coaching  
18 position which pays approximately \$200,000 per year and that he could have held such a position for  
19 at least ten years. Thus, Mr. King claims a reduced earning capacity in his post-NFL career of  
20 **\$2,000,000**.  
21

22           Finally, Mr. King claims two forms of lost business contracts income. First, as the result of  
23 the shortening of his NFL career, Mr. King lost paid public speaking opportunities, which he could  
24 have done approximately five times per year for three additional years at a rate of \$7,500 per  
25 engagement (a total of \$112,500). Mr. King also lost a merchandise credit contract with Nike valued  
26 at \$5,000 per year for three years (a total of \$15,000). Thus, Mr. King claims lost income from  
27 business contracts in the amount of **\$127,500**.  
28

**c. Summary of Damages Claimed by Eric King**

The following is a summary of the total compensatory damages claimed by Eric King. Mr. King reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past		
	Lump Sum (\$125.00 <i>per diem</i> )	\$245,625
Future		
	Lump Sum (\$125.00 <i>per diem</i> )	\$1,954,000
	<b>Total Non-Economic Damages</b>	<b>\$2,199,625</b>

**Economic Damages**

Medical Expenses		
	Past Medical Expenses	\$45,000
	Future Medical Expenses	\$500,000
Lost Income		
	Loss of NFL Career Income	\$3,900,000
	Reduce Earnings Capacity Post-NFL	\$2,000,000
	Loss of Income from Business Contacts	\$127,500
	<b>Total Economic Damages</b>	<b>\$6,572,500</b>

**TOTAL DAMAGES CLAIMED** **\$8,772,125**

**iii. Robert Massey**

**a. Non-Economic Damages**

Robert Massey retired from the NFL on December 27, 1997. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 6,354 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Massey claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Massey's past non-economic damages claimed total **\$794,250** (6,354 x \$125.00 = **\$794,250**).

On May 22, 2015, a 48 year-old African American male such as Mr. Massey had 29.5 more years of remaining life expectancy, which translates to 10,744 days of remaining life expectancy. See United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Massey claims future non-economic damages in the amount of \$125.00 *per*

1 *diem.* Thus, Mr. Massey's future non-economic damages claimed total **\$1,343,000** (10,744 x  
2 \$125.00 = **\$1,343,000**).

### 3 **b. Summary of Damages Claimed by Robert Massey**

4 The following is a summary of the total compensatory damages claimed by Robert Massey.  
5 Mr. Massey reserves the right to supplement, amend or otherwise modify these initial disclosures as  
6 discovery proceeds.  
7

#### 8 **Non-Economic Damages**

Past

9 Lump Sum (\$125.00 *per diem*) \$794,250

Future

10 Lump Sum (\$125.00 *per diem*) \$1,343,000

11 **Total Non-Economic Damages \$2,137,250**

12 **TOTAL DAMAGES CLAIMED \$2,137,250**

### 13 **iv. Troy Sadowski**

#### 14 **a. Non-Economic Damages**

15 Troy Sadowski retired from the NFL on January 10, 1999. Between the time of his  
16 retirement and the May 21, 2015 filing of the original Complaint in this case, 5,975 days elapsed. In  
17 accordance with *Giant Food, Inc. v. Satterfield*, Mr. Sadowski claims past non-economic damages in  
18 the amount of \$125.00 *per diem*. Thus, Mr. Sadowski's past non-economic damages claimed total  
19 **\$746,875** (5,975 x \$125.00 = **\$746,875**).  
20

21 On May 22, 2015, a 49 year-old Caucasian male such as Mr. Sadowski had 31.6 more years  
22 of remaining life expectancy, which translates to 11,541 days of remaining life expectancy. *See*  
23 United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food,*  
24 *Inc. v. Satterfield*, Mr. Sadowski claims future non-economic damages in the amount of \$125.00 *per*  
25 *diem.* Thus, Mr. Sadowski's future non-economic damages claimed total **\$1,442,625** (11,541 x  
26 \$125.00 = **\$1,442,625**).  
27

### 28 **b. Economic Damages**

1 Between his retirement on January 10, 1999, and the May 21, 2015 filing of the Plaintiffs'  
2 original Complaint, Troy Sadowski estimates that he incurred approximately **\$10,000** in past medical  
3 care and treatment expenses causally related to the injuries and damages which he claims to have  
4 sustained as the result of the conduct of the NFL Clubs for whom he played professional football.

5 Mr. Sadowski sees a chiropractor for his orthopedic injuries at a cost of \$30.00 per week. To  
6 continue this care for his remaining 31.6 years of life expectancy, it will cost Mr. Sadowski **\$49,440**  
7 (\$30/week x 1,648 weeks). As support for this claim, Defendants are referred to Mr. Sadowski's  
8 medical records which previously were produced during discovery and are incorporated by reference  
9 herein.  
10

11 Mr. Sadowski avers that but-for the actions of the NFL Clubs for whom he played, he could  
12 have continued to play professional football in the NFL for an additional two years. In his final  
13 season in the NFL, Mr. Sadowski was earning \$300,000 per year. Therefore, Mr. Sadowski's  
14 claimed loss of NFL career income totals **\$600,000**.  
15

16 Due to his constant pain and continuing deterioration of his physical health, Mr. Sadowski  
17 was unable to pursue lucrative Division 1 football coaching opportunities, which would have yielded  
18 him an income of approximately \$250,000 per year for at least ten years. Mr. Sadowski therefore  
19 claims damage in the form of reduced earnings capacity in his post-NFL career in the amount of  
20 **\$2,500,000**.  
21

22 Finally, Mr. Sadowski claims two forms of lost business contracts income. First, as the result  
23 of the shortening of his NFL career, Mr. Sadowski lost paid public speaking opportunities, activities  
24 from which he could have earned \$9,000 for an additional two years (a total of \$18,000). Second,  
25 Mr. Sadowski lost a merchandise credit contract with Reebok valued at \$7,500 per year which would  
26 have continued for an additional two years had he been able to continue playing (a total of \$15,000).  
27 Thus, Mr. Sadowski claims lost income from business contracts in the amount of **\$33,000**.  
28

**c. Summary of Damages Claimed by Troy Sadowski**

The following is a summary of the total compensatory damages claimed by Troy Sadowski. Mr. Sadowski reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past		
	Lump Sum (\$125.00 <i>per diem</i> )	\$746,875
Future		
	Lump Sum (\$125.00 <i>per diem</i> )	\$1,442,625
	<b>Total Non-Economic Damages</b>	<b>\$2,189,500</b>

**Economic Damages**

Medical Expenses		
	Past Medical Expenses	\$10,000
	Future Medical Expenses	\$49,440
Lost Income		
	Loss of NFL Career Income	\$600,000
	Reduce Earnings Capacity Post-NFL	\$2,500,000
	Loss of Income from Business Contacts	\$33,000
	<b>Total Economic Damages</b>	<b>\$3,133,000</b>

**TOTAL DAMAGES CLAIMED** **\$5,322,500**

**v. Chris Goode**

**a. Non-Economic Damages**

Chris Goode retired from the NFL on January 2, 1994. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 7,809 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Goode claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Goode's past non-economic damages claimed total **\$976,125** (7,809 x \$125.00 = **\$976,125**).

On May 22, 2015, a 51 year-old African American male such as Mr. Goode had 27 more years of remaining life expectancy, which translates to 9,861 days of remaining life expectancy. *See* United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Goode claims future non-economic damages in the amount of \$125.00 *per*

1 *diem*. Thus, Mr. Goode's future non-economic damages claimed total **\$1,232,625** (9,861 x \$125.00  
 2 = **\$1,232,625**).

### 3 **b. Economic Damages**

4 Between his retirement on January 2, 1994 and the May 21, 2015 filing of the Plaintiffs'  
 5 original Complaint, Chris Goode estimates that he incurred approximately \$50,000 in past medical  
 6 care and treatment expenses causally related to the injuries and damages which he claims to have  
 7 sustained as the result of the conduct of the NFL Clubs for whom he played professional football.  
 8 Mr. Goode estimates that he will require approximately \$35,000 in additional medical care and  
 9 treatment in the future. As support for this claim, Defendants are referred to Mr. Goode's medical  
 10 records which previously were produced during discovery and are incorporated by reference herein.  
 11 Mr. Goode avers that but-for the actions of the NFL Clubs for whom he played, he could have  
 12 continued to play professional football in the NFL for an additional four years. During those four  
 13 years, Mr. Goode believes that he would have been able to earn approximately \$700,000 per year.  
 14 Therefore, Mr. Goode's claimed loss of NFL career income totals **\$2,800,000**.  
 15

16 Prior to the diagnoses of kidney cancer, Mr. Goode was earning approximately \$35,000 per  
 17 month buying, rehabilitating, and flipping investment properties. Following the diagnosis, his ability  
 18 to perform in that business decreased dramatically to the point that he only was able to earn \$6,500  
 19 per month, a loss of \$28,500 per month or \$342,000 per year. Mr. Goode believes that these reduced  
 20 earnings will continue for at least the next five years. Thus, Mr. Goode claims total post-NFL career  
 21 income loss of **\$1,710,000**.  
 22

23 Finally, Mr. Goode claims two forms of lost business contracts income. First, as the result of  
 24 the shortening of his NFL career, Mr. Goode lost paid public speaking opportunities, which he could  
 25 have done approximately four times per year for four years at a rate of \$3,000 per engagement (a  
 26 total of \$48,000). Second, Mr. Goode enjoyed a Reebok endorsement deal that paid him \$30,000 per  
 27  
 28

year for each year that he remained on an NFL roster (a total of \$128,000). Thus, Mr. Goode claims lost income from business contracts in the amount of **\$168,000**.

**c. Summary of Damages Claimed by Chris Goode**

The following is a summary of the total compensatory damages claimed by Chris Goode. Mr. Goode reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past

Lump Sum (\$125.00 <i>per diem</i> )	\$976,125
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Future

Lump Sum (\$125.00 <i>per diem</i> )	\$1,232,625
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<b>Total Non-Economic Damages</b>	<b>\$2,208,750</b>
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**Economic Damages**

Medical Expenses

Past Medical Expenses	\$50,000
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Future Medical Expenses	\$35,000
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Lost Income

Loss of NFL Career Income	\$2,800,000
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Reduce Earnings Capacity Post-NFL	\$1,710,000
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Loss of Income from Business Contacts	\$168,000
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<b>Total Economic Damages</b>	<b>\$4,763,000</b>
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<b><u>TOTAL DAMAGES CLAIMED</u></b>	<b>\$6,971,750</b>
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**vi. Darryl Ashmore**

**a. Non-Economic Damages**

Darryl Ashmore retired from the NFL on January 19, 2002. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 4,870 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Ashmore claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Ashmore's past non-economic damages claimed total **\$608,750** (4,870 x \$125.00 = **\$608,750**).

On May 22, 2015, a 45 year-old African American male such as Mr. Ashmore had 32.1 more years of remaining life expectancy, which translates to 11,724 days of remaining life expectancy.

1 See United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food,*  
2 *Inc. v. Satterfield*, Mr. Ashmore claims future non-economic damages in the amount of \$125.00 *per*  
3 *diem*. Thus, Mr. Ashmore's future non-economic damages claimed total **\$1,465,500** (11,724 x  
4 \$125.00 = **\$1,465,500**).

5  
6 **b. Economic Damages**

7 Between his retirement on January 19, 2002 and the May 21, 2015 filing of the Plaintiffs'  
8 original Complaint, Darryl Ashmore estimates that he incurred approximately **\$50,000** in past  
9 medical care and treatment expenses causally related to the injuries and damages which he claims to  
10 have sustained as the result of the conduct of the NFL Clubs for whom he played professional  
11 football.

12 Mr. Ashmore estimates that he will require approximately **\$1,000,000** in additional medical  
13 care and treatment in the future. As support for this claim, Defendants are referred to Mr.  
14 Ashmore's medical records which previously were produced during discovery and are incorporated  
15 by reference herein.

16  
17 Mr. Ashmore avers that but-for the actions of the NFL Clubs for whom he played, he could  
18 have continued to play professional football in the NFL for an additional two years. In his final  
19 season in the NFL, Mr. Ashmore was earning \$800,000 per year. Therefore, Mr. Ashmore's claimed  
20 loss of NFL career income totals **\$1,600,000**.

21  
22 Due to his ongoing health issues, Mr. Ashmore was unable to continue running his vending  
23 business, from which he earned approximately \$350,000 per year. Assuming that he otherwise  
24 would have been able to work until age 65, Mr. Ashmore's lost income from the vending business  
25 amounts to \$7,000,000. He also lost \$500,000 on the sale of the vending business. Thus, Mr.  
26 Ashmore claims total post-NFL career income loss of **\$7,500,000**.

27 Mr. Ashmore is not asserting a claim for lost income from business contracts.  
28



**c. Summary of Damages Claimed by Darryl Ashmore**

The following is a summary of the total compensatory damages claimed by Darryl Ashmore. Mr. Ashmore reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past		
	Lump Sum (\$125.00 <i>per diem</i> )	\$608,750
Future		
	Lump Sum (\$125.00 <i>per diem</i> )	\$1,465,500
	<b>Total Non-Economic Damages</b>	<b>\$2,074,250</b>

**Economic Damages**

Medical Expenses		
	Past Medical Expenses	\$50,000
	Future Medical Expenses	\$1,000,000
Lost Income		
	Loss of NFL Career Income	\$1,600,000
	Reduce Earnings Capacity Post-NFL	\$7,500,000
	Loss of Income from Business Contacts	\$0
	<b>Total Economic Damages</b>	<b>\$9,100,000</b>

**TOTAL DAMAGES CLAIMED** **\$11,174,250**

**vii. Gerald Wunsch**

**a. Non-Economic Damages**

Gerald Wunsch retired from the NFL on January 8, 2005. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 3,785 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Wunsch claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Wunsch's past non-economic damages claimed total **\$473,125** (3,785 x \$125.00 = **\$473,125**).

On May 22, 2015, a 41 year-old Caucasian male such as Mr. Wunsch had 38.8 more years of remaining life expectancy, which translates to 14,171 days of remaining life expectancy. *See United States Life Tables, 2012, Published November 28, 2016.* In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Wunsch claims future non-economic damages in the amount of \$125.00 *per diem*.

1 Thus, Mr. Wunsch's future non-economic damages claimed total **\$1,771,375** (14,171 x \$125.00 =  
2 **\$1,771,375**).

3 **b. Economic Damages**

4 Between his retirement on January 8, 2005, and the May 21, 2015 filing of the Plaintiffs'  
5 original Complaint, Gerald Wunsch estimates that he incurred approximately **\$40,000** in past  
6 medical care and treatment expenses causally related to the injuries and damages which he claims to  
7 have sustained as the result of the conduct of the NFL Clubs for whom he played professional  
8 football.

9  
10 Mr. Wunsch estimates that he will require approximately **\$500,000** in additional medical care  
11 and treatment in the future. As support for this claim, Defendants are referred to Mr. Wunsch's  
12 medical records which previously were produced during discovery and are incorporated by reference  
13 herein.

14  
15 Mr. Wunsch avers that but-for the actions of the NFL Clubs for whom he played, he could  
16 have continued to play professional football in the NFL for an additional four years. In his final  
17 season in the NFL, Mr. Wunsch was earning \$700,000 per year. Therefore, Mr. Wunsch's claimed  
18 loss of NFL career income totals **\$2,800,000**.

19 Due to his ongoing health issues, Mr. Wunsch has been unable to capture what would have  
20 been a \$300,000 per year income from a real estate business, which he otherwise would have been  
21 able to earn for at least fifteen years following his career in the NFL. Thus, Mr. Wunsch claims total  
22 post-NFL career income loss of **\$4,500,000**.

23  
24 Finally, Mr. Wunsch claims that as the result of the shortening of his NFL career, he lost a  
25 sponsorship with Nike that would otherwise have continued for an additional four years at a value of  
26 \$15,000 per year. Thus, Mr. Wunsch claims total lost income from business contracts in the amount  
27 of **\$60,000**.

**c. Summary of Damages Claimed by Gerald Wunsch**

The following is a summary of the total compensatory damages claimed by Gerald Wunsch. Mr. Wunsch reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past		
	Lump Sum (\$125.00 <i>per diem</i> )	\$473,125
Future		
	Lump Sum (\$125.00 <i>per diem</i> )	\$1,771,375
	<b>Total Non-Economic Damages</b>	<b>\$2,244,500</b>

**Economic Damages**

Medical Expenses		
	Past Medical Expenses	\$40,000
	Future Medical Expenses	\$500,000
Lost Income		
	Loss of NFL Career Income	\$2,800,000
	Reduce Earnings Capacity Post-NFL	\$4,500,000
	Loss of Income from Business Contacts	\$60,000
	<b>Total Economic Damages</b>	<b>\$7,900,000</b>

**TOTAL DAMAGES CLAIMED** **\$10,144,500**

**viii. Alphonso Carreker**

**a. Non-Economic Damages**

Alphonso Carreker retired from the NFL on December 15, 1991. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 8,558 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Carreker claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Carreker's past non-economic damages claimed total **\$1,069,750** (8,558 x \$125.00 = **\$1,069,750**).

On May 22, 2015, a 52 year-old African American male such as Mr. Carreker had 26.1 more years of remaining life expectancy, which translates to 9,532 days of remaining life expectancy. *See* United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Carreker claims future non-economic damages in the amount of \$125.00 *per*

1 *diem.* Thus, Mr. Carreker's future non-economic damages claimed total **\$1,191,500** (9,532 x  
2 \$125.00 = **\$1,191,500**).

3 **b. Economic Damages**

4 Between his retirement on December 15, 1991, and the May 21, 2015 filing of the Plaintiffs'  
5 original Complaint, Alphonso Carreker estimates that he incurred approximately **\$30,000** in past  
6 medical care and treatment expenses causally related to the injuries and damages which he claims to  
7 have sustained as the result of the conduct of the NFL Clubs for whom he played professional  
8 football.

9  
10 Mr. Carreker estimates that he will require approximately **\$150,000** in additional medical  
11 care and treatment in the future, including for a total knee replacement, rotator cuff repair, and  
12 possibly fusion surgery on his neck/back. As support for this claim, Defendants are referred to Mr.  
13 Carreker's medical records which previously were produced during discovery and are incorporated  
14 by reference herein.

15  
16 Mr. Carreker avers that but-for the actions of the NFL Clubs for whom he played, he could  
17 have continued to play professional football in the NFL for an additional two years. In his final  
18 season he earned approximately \$575,000. Therefore, Mr. Carreker's claimed loss of NFL career  
19 income totals **\$1,150,000**.

20  
21 Mr. Carreker enjoyed income of approximately \$40,000 per year in the mortgage/lending  
22 business until 2003 when he was forced to retire due to his deteriorating health condition and  
23 inability to physically meet the day-to-day needs of the job. Absent his injuries and health issues,  
24 Mr. Carreker otherwise would have been able to earn that income from 2003 to approximately 2027.  
25 Thus, Mr. Carreker claims total post-NFL career income loss of **\$960,000**.

26 Mr. Carreker is not making a claim for lost income from business contracts.

27 **c. Summary of Damages Claimed by Alphonso Carreker**

The following is a summary of the total compensatory damages claimed by Alphonso Carreker. Mr. Carreker reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past

Lump Sum (\$125.00 <i>per diem</i> )	\$1,069,750
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Future

Lump Sum (\$125.00 <i>per diem</i> )	\$1,191,500
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<b>Total Non-Economic Damages</b>	<b>\$2,261,250</b>
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**Economic Damages**

Medical Expenses

Past Medical Expenses	\$30,000
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Future Medical Expenses	\$150,000
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Lost Income

Loss of NFL Career Income	\$1,150,000
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Reduce Earnings Capacity Post-NFL	\$960,000
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Loss of Income from Business Contacts	\$0
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<b>Total Economic Damages</b>	<b>\$2,290,000</b>
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<b><u>TOTAL DAMAGES CLAIMED</u></b>	<b>\$4,551,250</b>
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**ix. Steve Lofton**

**a. Non-Economic Damages**

Steve Lofton retired from the NFL on January 2, 2000. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 5,618 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Lofton claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Lofton's past non-economic damages claimed total **\$702,250** ( $5,618 \times \$125.00 = \$702,250$ ).

On May 22, 2015, a 46 year-old African American male such as Mr. Lofton had 30.3 more years of remaining life expectancy, which translates to 11,066 days of remaining life expectancy. See United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Lofton claims future non-economic damages in the amount of \$125.00 *per*

1 *diem*. Thus, Mr. Lofton future non-economic damages claimed total **\$1,383,250** (11,066 x \$125.00  
2 = **\$1,383,250**).

3 **b. Economic Damages**

4 Between his retirement on January 2, 2000, and the May 21, 2015 filing of the Plaintiffs'  
5 original Complaint, Steve Lofton estimates that he incurred approximately **\$3,000** in past medical  
6 care and treatment expenses causally related to the injuries and damages which he claims to have  
7 sustained as the result of the conduct of the NFL Clubs for whom he played professional football.  
8 Mr. Lofton estimates that he will require approximately **\$100,000** in additional medical care and  
9 treatment in the future. As support for this claim, Defendants are referred to Mr. Lofton's medical  
10 records which previously were produced during discovery and are incorporated by reference herein.  
11 Mr. Lofton avers that but for the actions of the NFL Clubs for whom he played, he could have  
12 continued to play professional football in the NFL for an additional two years, during which time he  
13 would have earned approximately **\$1,750,000**.

14 Upon the conclusion of his NFL career, Mr. Lofton briefly worked at a car dealership earning  
15 approximately \$36,000 per year. Unfortunately, due to the physical nature of the job responsibilities  
16 and his deteriorating physical health, Mr. Lofton was unable to continue this employment after 2006.  
17 Mr. Lofton states that absent the injuries and damages complained of in this case, he would have  
18 been able to work at the car dealership for at least an additional five years. Thus, Mr. Lofton claims  
19 a reduced earning capacity in his post-NFL career of **\$180,000**.

20 Finally, as the result of the shortening of his NFL career, Mr. Lofton lost a merchandise  
21 credit of approximately \$5,000 per year which he would otherwise have enjoyed for at least two  
22 more years. Thus, Mr. Lofton claims lost income from business contracts in the amount of **\$10,000**.

23 **c. Summary of Damages Claimed by Steve Lofton**

The following is a summary of the total compensatory damages claimed Steve Lofton. Mr. Lofton reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past		
	Lump Sum (\$125.00 <i>per diem</i> )	\$702,250
Future		
	Lump Sum (\$125.00 <i>per diem</i> )	\$1,383,250
	<b>Total Non-Economic Damages</b>	<b>\$2,085,500</b>

**Economic Damages**

Medical Expenses		
	Past Medical Expenses	\$3,000
	Future Medical Expenses	\$100,000
Lost Income		
	Loss of NFL Career Income	\$1,750,000
	Reduce Earnings Capacity Post-NFL	\$180,000
	Loss of Income from Business Contacts	\$10,000
	<b>Total Economic Damages</b>	<b>\$2,043,000</b>

**TOTAL DAMAGES CLAIMED** **\$4,128,500**

**x. Duriel Harris**

**a. Non-Economic Damages**

Duriel Harris retired from the NFL on November 3, 1985. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 10,791 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Harris claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Harris' past non-economic damages claimed total **\$1,348,875** (10,791 x \$125.00 = **\$1,348,875**).

On May 22, 2015, a 60 year-old African America male such as Mr. Harris had 20.2 more years of remaining life expectancy, which translates to 7,377 days of remaining life expectancy. See United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Harris claims future non-economic damages in the amount of \$125.00 *per*

1 *diem.* Thus, Mr. Harris' future non-economic damages claimed total **\$922,125** (7,377 x \$125.00 =  
2 **\$922,125**).

### 3 **b. Economic Damages**

4 Between his retirement on November 3, 1985, and the May 21, 2015 filing of the Plaintiffs'  
5 original Complaint, Duriel Harris estimates that he incurred approximately **\$250,000** in past medical  
6 care and treatment expenses causally related to the injuries and damages which he claims to have  
7 sustained as the result of the conduct of the NFL Clubs for whom he played professional football.  
8 Mr. Harris estimates that he will require approximately **\$500,000** in additional medical care and  
9 treatment in the future for, among other things, knee replacement surgery, a torn meniscus and  
10 monitoring of his liver and kidneys. As support for this claim, Defendants are referred to Mr.  
11 Harris' medical records which previously were produced during discovery and are incorporated by  
12 reference herein.  
13

14  
15 Mr. Harris avers that but-for the actions of the NFL Clubs for whom he played, he could have  
16 continued to play professional football in the NFL for an additional three years. In his final season  
17 in the NFL, Mr. Harris earned \$275,000 and made approximately \$20,000 in incentives. Therefore,  
18 Mr. Harris' claimed loss of NFL career income totals **\$885,000**.

19 As a result of his ongoing health issues, Mr. Harris was unable to continue working at U.S.  
20 Security Associates, where he worked from 2011 to 2013, specifically due to the physical demands  
21 of the job. He was earning approximately \$100,000 per year in his position and feels that absent his  
22 deteriorating health conditions, he could have continued working there for at least three more years.  
23 Therefore, Mr. Harris claims total post-NFL career income loss of **\$300,000**.  
24

25 Finally, Mr. Harris claims two forms of lost business contracts income. First, as the result of  
26 the shortening of his NFL career, Mr. Harris lost public speaking opportunities, which he could have  
27 done approximately four times per month at a rate of \$3,000 per engagement for three more years (a  
28



total of \$432,000). Second, Mr. Harris lost a sponsorship with Nike valued at \$10,000 per year, which he otherwise would have enjoyed for an additional three years in the NFL (a total of \$30,000). Thus, Mr. Harris claims total lost income from business contracts in the amount of **\$462,000**.

**c. Summary of Damages Claimed by Duriel Harris**

The following is a summary of the total compensatory damages claimed by Duriel Harris. Mr. Harris reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past		
	Lump Sum (\$125.00 <i>per diem</i> )	\$1,348,875
Future		
	Lump Sum (\$125.00 <i>per diem</i> )	\$922,125
	<b>Total Non-Economic Damages</b>	<b>\$2,271,000</b>

**Economic Damages**

Medical Expenses		
	Past Medical Expenses	\$250,000
	Future Medical Expenses	\$500,000
Lost Income		
	Loss of NFL Career Income	\$885,000
	Reduce Earnings Capacity Post-NFL	\$300,000
	Loss of Income from Business Contacts	\$462,000
	<b>Total Economic Damages</b>	<b>\$2,397,000</b>

**TOTAL DAMAGES CLAIMED** **\$4,668,000**

**xi. Jeff Graham**

**a. Non-Economic Damages**

Jeff Graham retired from the NFL on December 30, 2001. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 4,890 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Graham claims past non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Graham's past non-economic damages claimed total **\$611,250** (4,890 x \$125.00 = \$611,250).

1 On May 22, 2015, a 46 year-old African American male such as Mr. Graham had 31.2 more  
2 years of remaining life expectancy, which translates to 11,395 days of remaining life expectancy.  
3 See United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food,*  
4 *Inc. v. Satterfield*, Mr. Graham claims future non-economic damages in the amount of \$125.00 *per*  
5 *diem*. Thus, Mr. Graham's future non-economic damages claimed total **\$1,424,375** (11,395 x  
6 \$125.00 = **\$1,424,375**).

7  
8 **b. Economic Damages**

9 Between his retirement on December 30, 2001, and the May 21, 2015 filing of the Plaintiffs'  
10 original Complaint, Jeffery Graham estimates that he incurred approximately **\$15,000** in past  
11 medical care and treatment expenses causally related to the injuries and damages which he claims to  
12 have sustained as the result of the conduct of the NFL Clubs for whom he played professional  
13 football.

14  
15 Mr. Graham estimates that he will require approximately **\$15,000** in additional medical care  
16 and treatment in the future. As support for this claim, Defendants are referred to Mr. Graham's  
17 medical records which previously were produced during discovery and are incorporated by reference  
18 herein.

19 Mr. Graham claims reduced earnings capacity as follows: were he not injured as a result of  
20 the Clubs' intentional conduct, he expects he could have obtained a position as an athletic director at  
21 the high school where he currently coaches, a position that pays approximately \$80,000/year, or at a  
22 college and that, assuming he obtained that position today, he would expect to be able to continue  
23 working at that position for 15 years. He therefore makes a claim for reduced earnings of  
24 **\$1,200,000**.

25  
26 Mr. Graham avers that but-for the actions of the NFL Clubs for whom he played, he could  
27 have continued to play professional football in the NFL for an additional three years. While with the  
28

Chargers, the last team for which he played, he averaged \$3 million/year, though he was signed by the Falcons at the League minimum of \$750,000.00 after the Chargers though he did not play for them. Taking the League minimum, while reserving the right to seek a higher amount at trial, Mr. Graham claims lost NFL career income of **\$2,225,000**.

Mr. Graham further states

Mr. Graham is not making a claim for lost income from business contracts.

**c. Summary of Damages Claimed by Jeff Graham**

The following is a summary of the total compensatory damages claimed by Jeffery Graham. Mr. Graham reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past		
	Lump Sum (\$125.00 <i>per diem</i> )	\$611,250
Future		
	Lump Sum (\$125.00 <i>per diem</i> )	\$1,424,375
	<b>Total Non-Economic Damages</b>	<b>\$2,035,625</b>

**Economic Damages**

Medical Expenses		
	Past Medical Expenses	\$15,000
	Future Medical Expenses	\$15,000
Lost Income		
	Loss of NFL Career Income	\$2,250,000
	Reduce Earnings Capacity Post-NFL	\$1,200,000
	<b>Total Economic Damages</b>	<b>\$3,480,000.00</b>
	<b><u>TOTAL DAMAGES CLAIMED</u></b>	<b>\$5,515,625.00.</b>

**xii. Cedric Killings**

**a. Non-Economic Damages**

Cedric Killings retired from the NFL on September 23, 2007. Between the time of his retirement and the May 21, 2015 filing of the original Complaint in this case, 2,797 days elapsed. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Killings claims past non-economic damages in

1 the amount of \$125.00 *per diem*. Thus, Mr. Killings' past non-economic damages claimed total  
 2 **\$349,625** (2,797 x \$125.00 = **\$349,625**).

3 On May 22, 2015, a 37 year-old African American male such as Mr. Killings had 38.3 more  
 4 years of remaining life expectancy, which translates to 13,988 days of remaining life expectancy.  
 5 See United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food,*  
 6 *Inc. v. Satterfield*, Mr. Killings claims future non-economic damages in the amount of \$125.00 *per*  
 7 *diem*. Thus, Mr. Killings' future non-economic damages claimed total **\$1,748,500** (13,988 x  
 8 \$125.00 = **\$1,748,500**).

#### 10 **b. Economic Damages**

11 Between his retirement on September 23, 2007, and the May 21, 2015 filing of the Plaintiffs'  
 12 original Complaint, Cedric Killings estimates that he incurred approximately **\$37,000** in past  
 13 medical care and treatment expenses causally related to the injuries and damages which he claims to  
 14 have sustained as the result of the conduct of the NFL Clubs for whom he played professional  
 15 football.

17 Mr. Killings estimates that he will require approximately **\$400,000** in additional medical care  
 18 and treatment in the future. As support for this claim, Defendants are referred to Mr. Killings'  
 19 medical records which previously were produced during discovery and are incorporated by reference  
 20 herein.

22 Mr. Killings avers that but-for the actions of the NFL clubs for whom he played, he could  
 23 have continued to play professional football in the NFL for an additional three years. During his  
 24 final season, Mr. Killings was earning \$700,000 per year. Thus, Mr. Killings claims lost NFL career  
 25 income of **\$2,100,000**.

26 Mr. Killings further claims that his injuries and deteriorating health condition prohibited him  
 27 from pursuing a college football assistant coach position from which he would have earned  
 28

approximately \$50,000 per year for at least ten years. Therefore, Mr. Killings claims reduced earning capacity in his post-NFL career of **\$500,000**.

Finally, Mr. Killings states that as the result of the shortening of his NFL career, Mr. Killings lost a Nike sponsorship of \$15,000 per year which otherwise would have continued for an additional three years. Thus, Mr. Killings claims lost income from business contracts in the amount of **\$45,000**.

### c. Summary of Damages Claimed by Cedric Killings

The following is a summary of the total compensatory damages claimed by Cedric Killings. Mr. Killings reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

#### **Non-Economic Damages**

Past		
	Lump Sum (\$125.00 <i>per diem</i> )	\$349,625
Future		
	Lump Sum (\$125.00 <i>per diem</i> )	\$1,748,500
	<b>Total Non-Economic Damages</b>	<b>\$2,098,125</b>

#### **Economic Damages**

Medical Expenses		
	Past Medical Expenses	\$37,000
	Future Medical Expenses	\$400,000
Lost Income		
	Loss of NFL Career Income	\$2,100,000
	Reduce Earnings Capacity Post-NFL	\$500,000
	Loss of Income from Business Contacts	\$45,000
	<b>Total Economic Damages</b>	<b>\$3,082,000</b>

**TOTAL DAMAGES CLAIMED** **\$5,180,125**

### xiii. Reggie Walker

#### a. Non-Economic Damages

Reggie Walker played his last NFL football game on August 29, 2015. He therefore still was playing in the NFL when the original Complaint in this case was filed on May 21, 2015 and therefore is not claiming “past” non-economic damages.

On August 29, 2015, a 28 year-old African American male such as Mr. Walker had 47.4 more years of remaining life expectancy, which translates to 17,312 days of remaining life expectancy. *See* United States Life Tables, 2012, Published November 28, 2016. In accordance with *Giant Food, Inc. v. Satterfield*, Mr. Walker claims future non-economic damages in the amount of \$125.00 *per diem*. Thus, Mr. Walkers' future non-economic damages claimed total **\$2,164,000** ( $17,312 \times \$125.00 = \$2,164,000$ ).

#### **b. Economic Damages**

Mr. Walker has not had to pay for medical expenses since retiring from the NFL, but expects that he will have to do so at some point in his life. He therefore cannot identify future medical expenses with any certainty other than through expert testimony, which will be disclosed consistent with the schedule in this matter.

Mr. Walker avers that but-for the actions of the NFL clubs for which he played, he could have continued to play professional football in the NFL for an additional four years. During his final season, he was earning \$1,000,000.00. Thus, Mr. Walker's claimed loss of NFL career income totals **\$4,000,000.00**.

Mr. Walker has not held a job since retiring from the NFL. He expects to work though at some point. Bulletin 2254 from the U.S. Department of Labor, Bureau of Labor Statistics dated February 1986, titled Worklife Estimates: Effects of Race and Education, provides at Table A-2 that the average worklife expectation for an African-American male who is currently not working and is Mr. Walker's age is 23.2 years. In addition, a document titled the The Economics Daily from the U.S. Department of Labor, Bureau of Labor Statistics for Median Weekly Earnings by Educational Attainment in 2014 provides that an African-American male with some collect can expect weekly earnings of \$637. In summary, Mr. Walker claims damages in the form of reduced earnings capacity following his NFL career in the amount of **\$770,770** (23.2 years, or 1,210 weeks, at \$637/week) less

that amount applicable based on his injuries, which can only be proven through expert testimony that will be offered consistent with the schedule set forth in this matter.

**c. Summary of Damages Claimed by Reggie Walker**

The following is a summary of the total compensatory damages claimed by Reggie Walker. Mr. Walker reserves the right to supplement, amend or otherwise modify these initial disclosures as discovery proceeds.

**Non-Economic Damages**

Past

Lump Sum (\$125.00 *per diem*) \$0

Future

Lump Sum (\$125.00 *per diem*) \$2,164,000

**Total Non-Economic Damages \$2,164,000**

**Economic Damages**

Lost Income

Loss of NFL Career Income \$4,000,000.00

**Total Economic Damages \$4,000,000.00**

**TOTAL DAMAGES CLAIMED \$4,000,000.00**

Plaintiffs will supplement this initial disclosure as required by Rule 26(e).

**IV. INSURANCE**

At this time, Plaintiffs are not aware of any insurance agreements under which any persons carrying on an insurance business may be liable to satisfy all or part of a judgment that may be entered in favor of Plaintiffs or to indemnify or reimburse Defendants for payments to satisfy the judgment.

DATED: April 3, 2017

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Stephen G. Grygiel  
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/s/  
\_\_\_\_\_  
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